

E-filed 12/22/06

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PRINCIPAL LIFE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA - SAN JOSE DIVISION

PRINCIPAL LIFE INSURANCE
COMPANY

Plaintiff,

v.

THADDEUS S. BALLANTINE; and
ACIES ENGINEERING,

Defendants.

Case No. **C06-02633 JF**

**[PROPOSED] ORDER RE:
PLAINTIFF PRINCIPAL LIFE
INSURANCE COMPANY'S
MOTION FOR ENTRY OF
DEFAULT JUDGMENT AGAINST
DEFENDANT THADDEUS S.
BALLANTINE AND FOR AWARD
OF COSTS**

1 Plaintiff Principal Life Insurance Company's Motion for Entry of Default
2 Judgment as to Defendant Thaddeus S. Ballantine, including an award of costs
3 came on regularly for hearing before Judge Jeremy Fogel on December 8, 2006 at
4 9:00 a.m. in Courtroom 3 of this Court, located at 280 South First Street, San Jose,
5 California. The Court, having considered all papers filed in support of and in
6 opposition to the motion, the arguments of counsel at the hearing on the motion,
7 and all pleadings and evidence filed in this action, and proof having been made to
8 the satisfaction of the Court, rules as follows:

9 1. Principal Life's Complaint for Declaratory Relief and Rescission was
10 properly filed in this Court on or about April 19, 2006;

11 2. Principal Life's Complaint properly pleads causes of action for
12 rescission and declaratory relief;

13 3. Defendant Thaddeus S. Ballantine was properly served with the
14 summons and complaint when he executed the Waiver of Service of Summons, on
15 or about May 8, 2006;

16 4. Defendant Ballantine was required to plead, or otherwise respond, to
17 Principal Life's Complaint on or before July 7, 2006;

18 5. Defendant Ballantine has neither pled, nor filed a responsive pleading
19 to Principal Life's Complaint;

20 6. A Default Judgment against Ballantine shall be entered in this action
21 and Principal Life designated the prevailing party as to Defendant Ballantine;

22 7. Defendant Ballantine is permanently enjoined from instituting or
23 prosecuting any proceeding in any State, or United States, Court against Principal
24 Life with respect to the Policy that is the subject of this action;

25 8. Principal Life was entitled to rescind the policy on January 20, 2006
26 due to material misrepresentations by Thaddeus Ballantine in his application for

1 the Disability Buy-Out Policy; and

2 9. Principal Life is awarded its costs of suit incurred in this action which
3 total \$ 462.75.

4
5 **IT IS SO ORDERED.**

6
7 Dated: 12/22/06

8 
United States District Judge